



Metropolitan Washington
Council of Governments

INVITATION FOR BID NO. 20-001

BLEEDING CONTROL TRAINING KITS

Offerors shall submit one (1) electronic copy of their bid to the COG
Lockbox:

Electronic submissions are required to be submitted
for this IFB To COG's solicitation "lockbox"

NOTE: See lockbox submission instructions in Section III.A

Submission Deadline: **September 24, 2019**

Time: 2:00 PM EST

**Invitation for Bid
20-001**

**Metropolitan Washington Council of
Governments**

I. Introduction

- A. This Invitation for Bid (“IFB”) is being offered by Metropolitan Washington Council of Governments (“COG”) to submit bids for providing Bleeding Control Trainer Kits for National Capitol Region jurisdictions.
- B. COG will identify the responsible and responsive lowbidder(s).
- C. Offerors who wish to submit a bid are requested to submit bids to the COG Lockbox no later than 2:00 PM EST on Tuesday, September 24, 2019. See Lockbox submission instruction in Section III.A.
- D. This IFB award is open to all Agencies in the COG/MAPT regions and includes a rider clause that allows those Agencies to use this procurement or the resulting contract(s) by other Agencies to make purchases in accordance with their own policies.

II. BID INSTRUCTIONS

The successful bidder(s) shall meet the following criteria:

- A. Bidder must include the documentation as specified or may be determined to be non-responsive and could be rejected pursuant to COG’s Procurement Policy. See also the Bidder’s Checklist on the Bid Form.
 - 1. Bid Form (See Section V) including acknowledging any and all addenda.
 - 2. Acknowledgement on Bidder’s checklist of Attachments A and B.
 - 3. Completion of Attachment C (References).
 - 4. Attachment of any and all exceptions with the Bid Form.
- B. All bids must be signed by responsible company officials and submitted no later than the time and date indicated herein to the COG Lockbox.

III. BID AND AWARD INSTRUCTIONS

- A. Submissions for this IFB **must** be made electronically to COG’s solicitation “Lockbox.”

Lockbox Submission Instructions are as follows:

1. Proposals may not be submitted through hard copy, fax or other electronic methods except as designated below.
2. Please use the IFB number and your firm name in the file name of your electronic submission.
3. Offerors shall submit one (1) electronic copy of their qualifications to the COG Lockbox system as per the below directions.
 - a. Bidders shall submit one electronic copy to the COG “Lockbox” system in the following fashion:
 - i. Registration – To utilize the “LOCKBOX” service, bidder must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (“VRS”) portal at <https://mwcog.net>.

If bidder is not registered, please do this before accessing the LOCKBOX.

To register:

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - Click Register and fill out the form. NOTE: Bidder will need its company information including its TIN/EIN number if bidder is a company or bidder’s SSN if bidder is a sole proprietor.
 - Registering will give bidder access to the LOCKBOX solicitations.
- ii. Submission – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

Click on the LOCKBOX button.

If bidder is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, bidder will receive a one-time use bid id and password by email.

Also use bidder’s credentials for the following:

- To submit a question to COG.
- To upload bidder’s formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation).
- Please limit size of individual files to 10 MB.

- To withdraw bidder's formal response should bidder desire to cancel its submission or to replace an already uploaded copy with a modified version.
- To verify that the document in the lockbox is the one bidder uploaded. If no vendor ID is provided, bidder will be directed to the registration page.

If bidder wants to ensure that bidder's company details are correct prior to uploading the proposal, then logon to VRS using bidder's VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.

To return to the COG solicitation page, after registering or updating bidder's company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for COG on the PENDING SOLICITATIONS page.

- b. Please do not wait until the last moment to register. If problems occur during registration or submission please contact COG's provider at customerservice@eepex.com and cc: purchasing@mwkog.org
- c. DO NOT email submissions directly to COG they will be disqualified.

B. Clarifications via Addenda

1. All questions regarding discrepancies, omissions, specifications, bid instructions, or the bid form may be directed, in writing only, at least five (5) business days before the bid opening, to purchasing@mwkog.org.
2. Exceptions taken do not obligate COG to change the specifications. If no changes are needed, then no addendum will be issued.
3. COG will post any addendum at least three (3) business days before the bid opening with any updated interpretations, specifications, or instructions.
4. It is the responsibility of the bidder to check and see if addenda have been issued on the COG Website at www.COG.org/purchasing-and-bids/cog-bids-and-rfps/
5. Bid responses should indicate that bidders have reviewed the latest addenda on the bid form via the Bidders Checklist.

C. COG will award the purchase to the lowest, responsible and responsive bidder. COG reserves the right to choose more than one vendor for this award.

D. No purchase is to be processed without a COG issued Purchase Order.

E. Bidders must acknowledge their understanding of the all terms listed in this

IFB by signing the Bid Form (Section VI)

- F. COG, as Awarding Authority, reserves the right to cancel this IFB, or reject in whole or in part any all bids, if COG determines that cancellation or rejection serves the best interests of the organization.

IV. GENERAL CONDITIONS

A. PURCHASE AND DELIVERY TERMS

1. All orders shall be complete, labeled and packaged adequately to ensure safe handling and proper delivery.
2. The bidder shall assign a salesperson/customer service representative to address product quality and delivery issues.
3. The participating agencies may need to reorder all or parts of these kits. All bidders should provide information on minimum orders or any upcharges on small orders.
4. The bidder shall supply an add option for packing each kit into the storage bin provided in the specifications.
5. Bidders should provide at least 3 references for whom they provide similar products on Attachment C.

V. SPECIFICATIONS

- A. All items quoted must match exactly the items specified. No substitutions are permitted.

B. Products

1. Tourniquets –

- a. C-A-T Resources Combat Application Tourniquet– The C-A-T is a one-handed tourniquet. The C-A-T utilizes a windlass system with a free-moving internal band providing true circumferential pressure to the extremity. The C-A-T's dual securing system avoids the use of screws and clips.

The C-A-T® GEN 7 has a single windless and single routing buckle system that allows for fast application and effective slack removal.

- b. TQ SAM XT – The SAM XT Tourniquet features an auto-stop system that allows for instant tightening of the constricting band to the proper tension prior to engaging the windlass.

- c. SOF® Tactical tourniquet Wide – The SOF® Tourniquet Gen 4 is comprised

of high-strength, lightweight alloy components. Its design allows the tourniquet to slide over a limb or, if the limb is trapped, the tourniquet can be rapidly disconnected and reconnected around the limb without rethreading the strap.

The Gen 4 still maintains its true 1.5" tourniquet strap, providing a wider compression pattern than most standard tourniquets or tourniquets with a 1" constricting band moving through a 1.5" sleeve.

The SOFTT-W also has a true 1 ½" tourniquet strap providing a wider compression pattern than most standard tourniquets, or tourniquets with a 1" constricting band moving through a 1 ½" sleeve.

The tourniquet handle is machined from a single piece of high strength aluminum bar stock. It is then anodized to minimize the products signature in a tactical environment. Each tourniquet should have two UV resistant black rubber bands for mounting to individual equipment.

2. Bandages – The ACE™ Elastic Bandage with Clip delivers support. The wrap design lets you customize the fit. Breathable, Non-Latex Containing, Reusable. Elastic Wrap Bandage (latex free) with Velcro hook closure. Allows for application without clips.
 - a. Elastic (Ace) wrap 4"
 - b. Elastic (Ace) wrap 6"
3. Chest seal vented
 - a. Simu-Seal (2 pack) - The Simu-Seal Chest Seal is a training product for practicing chest seal placement. The Simu-Seal is designed for training use and is not for medical application. The Simu-Seal can be peeled off from healthy intact skin with minimal discomfort and without incurring significant depilation (hair loss).

The Simu-Seal Two Pack comes in a "tear open" package that simulates the packaging of the Hyfin®, Halo, and SAM® chest seals.

 - Pouch Dimensions: 5.9 in x 7.5 in
 - Weight: 1 oz
4. Roller gauze 4'x4.1yd (Bag of 12 ea.) - DUKAL CORP. Conforming Non-Sterile Stretch Gauze Bandages. Other brands are acceptable as long as they are equal of better than the one specified.
5. Pressure dressing
 - a. NAR flat emergency trauma dressing - Flat Emergency Trauma

Dressing (ETD™) series of bandages provide a constant pressure bandage used for the treatment of wounds. The Flat ETD™ is packaged in a low cube space, flat folded configuration to reduce its diameter and footprint in kits.

- b. Israeli emergency trauma bandage - All-in-one solution combines multiple first aid applications, including primary dressing, pressure applicator, secondary dressing, and foolproof closure apparatus to secure the bandage
- c. H compression bandage - H-Bandage, with its 8" thick ABD pad and the unique 5-foot elastic wrap with the H-shaped cinch sewn into the bandage.

6. Wound Packing Training Aids

- a. Z-Medica Hemorrhage control trainer (HCT) leg/thigh - The Z-Medica Hemorrhage Control Training Kit (HTC) is scaled to approximate the thigh region with a combination of a knife wound and with both entry and exit wounds of a 9 mm gun round. The simulation presents significant tissue loss that is expected in an aggressive assault environment that will require quick rescue intervention.
- b. Wound Cube - wound simulator which has four realistic wound patterns designed into a semi-transparent silicone cube with a realistic feel. The Wound Cube is a wet or dry training device so that you can master the basics of stopping the bleed without the mess.

7. Lockable storage bin; 24 Gallon 26-1/8 x 18-1/2 x 17

8. Demo items

- a. Instruction card English
- b. Paramedic, trauma shears
- c. Combat medical tape mini rolls
- d. Emergency Survival Rescue Blanket, Silver, 84in L x 52in W

C. Shipping Addresses and kit type

Each jurisdiction gets one full Kit as per the Spreadsheet Exhibit A

1. District of Columbia

2720 Martin Luther King Jr., Avenue SE
Washington, DC 20032

Kit type - CAT kit (DC/VA)

2. Arlington County

c/o Samantha Brann
1400 N. Uhle St, Suite 300
Arlington, VA 22201

Kit type - SAM-XT

3. City of Alexandria

c/o Ray Whatley, MBA, NRP
Office of Emergency Management
2003 Mill Road, Suite 3100
Alexandria, VA 22314

Kit type - SAM-XT

4. Fairfax City Virginia

c/o Walter English
10455 Armstrong Street
Suite 300 – emergency management
Fairfax, VA 22030

Kit type CAT kit (DC/VA)

5. Fairfax County

c/o Greg Zebrowski
MPSTOC
4890 Alliance Drive
Fairfax, VA 22030

Kit type - CAT kit (DC/VA)

6. Loudoun County

Loudoun County Office of Emergency Management
c/o - Rob Hiltner
801 Sycolin Road SE, Suite 100
Leesburg, Virginia 20175

Kit type - CAT kit (DC/VA)

7. Prince William County

PWC Fire Rescue Logistics
ATTN: EMS OPS PABC Training Kit
9027 Euclid Avenue
Manassas, VA 20110

Kit type - CAT kit (DC/VA)

8. Montgomery County

Office of Emergency Management and Homeland Security
100 Edison Park Drive, Room 1S31
Gaithersburg, Md. 20878

Kit type - CAT kit (MD)

9. Prince George's County

Prince George's County Office of Emergency Management
7915 Anchor Street
Landover, Maryland 20785

Kit type - CAT kit (MD)

10. City of Laurel

Office of Emergency Management
8103 Sandy Spring Road
Laurel, Maryland 20715

Kit type - CAT kit (MD)

NOTE: Please do not contact the agencies directly about this IFB.

VI. BID FORM

TO: Metropolitan Washington Council of Governments 777 North Capitol Street, NE, Suite 300 Washington, DC 20002

Date _____

BID - Bleeding Control Trainer Kits

A. Kit Pricing

	Jurisdiction	Item	Quantity	Unit Price	Shipping	Total
1	District of Columbia	CAT kit (DC/VA)	1			
2	Arlington County	SAM-XT	1			
3	City of Alexandria	SAM-XT	1			
4	City of Fairfax	CAT kit (DC/VA)	1			
5	Fairfax County	CAT kit (DC/VA)	1			
6	Loudoun County	CAT kit (DC/VA)	1			
7	Prince William County	CAT kit (DC/VA)	1			
8	Montgomery County	CAT kit (MD)	1			
9	Prince Georges County	CAT kit (MD)	1			
10	City of Laurel	CAT kit (MD)	1			
	Add addition	Packing Kit	10			

See Section IV and Exhibit A for full kit breakdown.

V. BID FORM (continued page 2 of 3)

B. Itemized list for reorders

Training Kit Itemized Items	Packaging Style	Unit Price	Minimum Qty. Order
Tourniquet:			
TQ - CAT	Single		
TQ - SAM XT	Single		
TQ - SOFTT-Wide	Single		
Elastic (Ace) wrap 4"			
Elastic (Ace) wrap 6"			
Simu-Seal, Chest Seal Trainer (2 pack)	2 pack		
Roller gauze 4'x4.1yd (Bag of 12 ea.)	Bag of 12 ea.		
Pressure dressing:			
NAR flat emergency trauma dressing	Single		
Israeli emergency trauma bandage	Single		
H compression bandage	Single		
Wound Packing Training Aids:			
Z-Medica Hemorrhage control trainer (HCT) leg/thigh	Single		
Wound Cube	Single		
Storage:			
Lockable storage bin; 24 Gallon 26-1/8 x 18-1/2 x 17	Single		
Demo items:			
Instruction card English (TBD)			
Paramedic, trauma shears	Single		
Combat medical tape mini rolls			
Emergency Survival Rescue Blanket, Silver, 84in L x 52in W	Single		

Please indicate minimum dollar orders for itemized items here - \$ _____

Addendums acknowledged (if applicable) -

Addendum #1 YES _____ NO _____ N/A _____

Addendum #2 YES _____ NO _____ N/A _____

Addendum #3 YES _____ NO _____ N/A _____

Others _____

V. BID FORM (continued page 3 of 3)

Bidders Checklist	YES	NO
Attachment A Rider Clause Acknowledged	_____	_____
Attachment B Terms and Conditions Acknowledged	_____	_____
Attachment C References (provided)	_____	_____
Information on minimum orders and upcharges	_____	_____
Acknowledge Exhibit A (separate file)	_____	_____
*Exceptions	_____	_____

*If yes please attach all on separate sheet(s) at the end of the bid submission.

I have read, understood, and agreed to the terms and conditions of all contents of this Bid. The undersigned agrees to furnish the commodity or service stipulated in this Bid as stated above.

SIGNATURE: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

Attachment A COG Cooperative Rider Clause

The COG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C.

I. Format

COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement (“Participating Agency”) pursuant to the following Terms and Conditions:

II. Terms

- A. A Participating Agency, through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

III. Other Conditions - Contract and Reporting

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency;

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
 - E. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the National Capital region.

II. Participating Members

COG Member Governments

- **District of Columbia**

- **Maryland**

- Town of Bladensburg
- City of Bowie
- City of College Park
- Charles County
- City of Frederick
- Frederick County
- City of Gaithersburg
- City of Greenbelt
- City of Hyattsville
- Montgomery County
- Prince George's County
- City of Rockville
- City of Takoma Park

- **Virginia**

- City of Alexandria
- Arlington County
- City of Fairfax
- Fairfax County
- City of Falls Church
- Loudoun County
- City of Manassas
- City of Manassas Park
- Prince William County

- **Other Local Governments**

- Town of Herndon
- Spotsylvania County
- Stafford County
- Town of Vienna

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
- District of Columbia Water and Sewer Authority
- Metropolitan Washington Airports Authority
- Montgomery County Housing Opportunities Commission
- Potomac & Rappahannock Transportation Commission/ Omni Ride
- Prince William County Service Authority
- Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

- **School Systems**

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

- **State Agencies**

- Maryland-National Capital Park and Planning Commission
-

BALTIMORE METROPOLITAN COUNCIL

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

ATTACHMENT B
Terms and Conditions

This document sets out provisions generally applicable to Metropolitan Washington Council of Governments ("MWCOC") contracts. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term, incorporated attachments, and special conditions, if any.

This document and the Contract are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Contract, then the Contract shall govern and control those contradictory terms and conditions. As used herein, the term "MWCOC" includes MWCOC, its various members, agencies, employees or agents as may be appropriate. The term "Contract" shall include a document entitled "agreement" or any other title on a document that is denoting a contract.

I. Amendment

This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract are superseded by this Contract. No amendment to this Contract shall be binding unless in writing and signed by the parties.

II. Bankruptcy

Upon filing for any bankruptcy proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify MWCOC immediately. Upon learning of the actions herein identified, MWCOC reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract and hold the Contractor responsible for damages. The exercise of this right is in addition to any other rights MWCOC may have as provided in this agreement or by law.

III. Compliance with Law

The Contractor hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the Contract, that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms;
- B. Its performance under the Contract shall be in a good and workmanlike manner and in accordance with all applicable professional standards;
- C. It is qualified to do business in the jurisdictions covered by the Contract and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing to any agency involved in this agreement, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

- E. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

IV. Contingent Fee Prohibition

The Contractor, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, architect or engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this Contract.

V. Counterparts

This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

VI. Force Majeure

Neither MWCOG and/or its members nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, declaration of emergency, or war where such cause was beyond, respectively, MWCOG's and/or its members or Contractor's reasonable control. MWCOG and/or its members and Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

VII. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia without regard to principles of conflicts of law.

VIII. Indemnification

The Contractor shall protect, hold free and harmless, defend and indemnify MWCOG and its members including their officers, agents and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees; except that it shall not be applicable to injury, death or damage to the property arising from the sole negligence of MWCOG and/or members, their officers, agents and employees.

IX. Independent Contractor

- A. Contractor shall perform the work required by this Contract as an "Independent Contractor." Although MWCOG and/or members reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the

completed performance, MWCOG and/or members cannot and will not control the means or manner of the Contractor's performance. The Contractor shall comply promptly with any requests by MWCOG and/or members relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this Contract. Contractor is responsible for determining the appropriate means and manner of performing the work.

- B. Contractor represents and warrants that Contractor is not an employee of MWCOG and/or members, is not currently employed by the Federal Government, and is not an officer, employee or agent of MWCOG and/or members.
- C. Contractor shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Contract.
- D. Contractor agrees to immediately provide MWCOG and/or members notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without MWCOG's written consent, any obligation of MWCOG to indemnify Contractor for any actions under this Contract.

X. Insurance Requirements

- A. Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name MWCOG, individual members, their employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG and/or members prior to the time any services are rendered. Contractor shall maintain coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage. Coverage shall be written on an occurrence form.
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract with MWCOG and/or members to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the carrying out of this Contract. All such insurance shall name MWCOG and/or individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide MWCOG and/or members with certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required the governing jurisdiction's law in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG and members involved in the contract shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance prior to expiration of current policies to all contracting agencies.

XI. Nondiscrimination

- A. A contractor who is the recipient of MWCOG and/or member funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability.
- B. Contractor further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this Contract.

XII. Ownership of Documents and Materials

- A. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Contractor under the terms of this Contract shall at any time during the performance of the services be made available to MWCOG and/or members upon request and shall become and remain the exclusive property of MWCOG and/or members upon termination or completion of the services. These jurisdictions shall have the right to use the same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract. MWCOG and/or members shall be the owner for the purposes of copyright, patent or trademark registration.
- B. If the Contractor obtains or uses for purposes of this Contract, or subcontracts for, any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to MWCOG and/or members of ownership for purposes of copyright, patent or trademark and of all right to possess and to use such design, device, material or process and a legally sufficient agreement with the patentee or owner, and a copy of such agreement shall be filed with MWCOG and/or members.
- C. The Contractor shall indemnify and save harmless MWCOG and/or members from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless MWCOG and/or members, their officers, agents, and employees with respect to any claim. Action, costs or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Contract.

XIII. Payments

Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after MWCOG's and/or members receipt of a proper invoice from the Contractor.

XIV. Records

- A. Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance hereunder.
- B. Contractor acknowledges and agrees that the MWCOG and/or members and their duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of the Contractor that are pertinent to this Contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Contractor and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until

the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.

- C. All subcontracts shall also comply with these provisions.

XV. Remedies

- A. Corrections of errors, defect and omissions. Contractor agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to MWCOG and/or members. The acceptance of the work set forth herein by MWCOG and/or members shall not relieve the Contractor of the responsibility of subsequent corrections of such errors.
- B. Set Off. MWCOG and/or members may deduct from and set-off against any amounts due and payable to the Contractor any back-charges, penalties, or damages sustained by MWCOG and/or members, their agents, employees of recipients of its services, by virtue of any breach of this Contract by the Contractor or by virtue of the failure or refusal of the Contractor to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.
- C. Cumulative. All rights and remedies of MWCOG/ members and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the MWCOG and/or members by law.

XVI. Responsibility of Contractor

- A. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by MWCOG, the Contractor shall be responsible for the professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, it shall, if required by MWCOG and/or members, perform at its own expense and without additional cost to MWCOG and/or members, those services necessary for the correction of any deficiencies or damages resulting, in whole or in part, from the Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to MWCOG and/or members under the "Remedies" paragraph, or otherwise available by law.

XVII. Severability/Waiver

- A. MWCOG and/or members and Contractor agree that, if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- B. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract.

XVIII. Subcontracting or Assignment

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Contract nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of MWCOG and/or members. MWCOG and/or members have the right to withhold such consent for any reason MWCOG and/or members deem appropriate.

XIX. Survival

The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

XX. Termination

- A. If the Contractor fails to fulfill its obligations under the Contract properly and on time, or otherwise violates any provision of the Contract, MWCOG and/or members may terminate the Contract by written notice to the Contractor.
- B. The notice shall specify the acts or omissions relied upon as cause for termination.
- C. All finished or unfinished work provided by the Contractor shall, at MWCOG's and/or members option, become MWCOG's and/or member's property. MWCOG and/or members shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MWCOG and/or members can affirmatively collect damages.

XXI. Termination of Contract for Convenience

- A. The performance of work under this Contract may be terminated by MWCOG and/or members, in whole or in part, upon written notice to the Contractor, when MWCOG and/or members determines such termination is in the best interest of MWCOG and/or members. The termination for convenience is effective on the date specified in MWCOG's and/or members written notice.
- B. MWCOG and/or members will pay for all reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XXII. Termination of Multi-Year Contract

- A. If MWCOG and/or members fail to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either MWCOG's and/or members rights or the Contractor's rights under any termination clause in this Contract.

- B. The effect of termination of the Contract hereunder will be to discharge both the Contractor and MWCOG and/or members from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. MWCOG and/or members shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

XXIII. Time is of the essence

Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

XXIV. Whole Contract

This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.

(Revised 8/22/2017)

ATTACHMENT C
Bidder's EXPERIENCE/REFERENCES

Name of Bidder _____

REFERENCES are to be provided from three (3) other clients who are being or have been provided by the Bidder similar products, services and scope of work.

Complete contact information for each reference, including name, telephone number, mailing address and E-mail address, must be included with the Bid.

A Bidder, which, in the sole judgment of COG, lacks sufficient specific experience, may be deemed non-responsible, and may not be considered for award of subsequent contract(s)

1) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

2) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____

3) Firm Name _____

Contact Name _____

Mail Address _____

Telephone Number _____ Email Address _____